



Invitation for Bid No. 2021-045 Rebid Olde Sycamore WRF Pond Fencing Replacement

Due Date: February 16, 2021
Time: 2:00 PM EST

Receipt Location: Government Building
500 N. Main Street, Suite #709
Administrative Services, Procurement Division
Monroe, North Carolina 28112

**Non-Mandatory
Pre-Bid and Site Visit
Meeting:** Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-
mandatory meeting that will take place on January 12, 2021
at 2:00 PM at the **Olde Sycamore Water Reclamation
Facility (10922 Persimmon Creek Drive, Mint Hill, NC
28227).**

For Questions Please Contact:

Corey Brooks
Procurement Specialist
704.283.3683
corey.brooks@unioncountync.gov

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2 NOTICE OF ADVERTISEMENT

Union County, North Carolina
IFB No. 2021-045
Olde Sycamore WRF Pond Fencing Replacement

Sealed bids, so marked, will be received by mail or hand delivery to Union County's Procurement Division until **2:00 PM** (local time) on **February 16, 2021** at the Union County Government Center, Administrative Services, Procurement Division, 500 North Main Street, Suite #709, Monroe, NC 28112 at which time bids will be received. This is an informal bid. A public bid opening is not required and will not be held for this project.

Union County, North Carolina, through the Facilities Management Department, is seeking bids from qualified companies for the conversion of the reception desk and counter top into a work room.

Bids will be received for a single prime contract. Bids shall be on a lump sum basis as indicated in the Bid Form.

Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-mandatory meeting that will take place on January 12, 2021 at 2:00 PM at the **Olde Sycamore Water Reclamation Facility (10922 Persimmon Creek Drive; Mint Hill, NC 28227).**

Prospective Bidders may examine the Bidding Documents by downloading from the website(s) listed below.

1. Download the Bid Documents from the Union County Website www.unioncountync.gov (Procurement Page, Current Bids).

Bidders must have a license to do this type of work in the State of North Carolina, as set forth under Article 1 of Chapter 87 of the North Carolina Statutes. **The Contractor's North Carolina License number shall be designated on the outside of the envelope containing the bid.**

The County reserves the right to reject any and/or all bids, including, without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The County also reserves the right to waive informalities.

Bidders are required to comply with the non-collusion requirements set forth in the Bidding Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

3 BID SUBMISSION

3.1 BID SUBMISSION DEADLINE

Sealed bids are to be received by the Union County Procurement Department no later than **February 16, 2021 at 2:00 PM EST.**

3.2 BID DELIVERY REQUIREMENTS

All Bids must be in a sealed box or opaque envelope plainly marked as follows:

[Name of Vendor Submitting Quote]

IFB No. 2021-045

Olde Sycamore WRF Pond Fencing Replacement

Contractor's License No:

Attention: Corey Brooks

Ship, Mail, or Hand Deliver Bid Packets to the following address. Your company name and the solicitation number must be visible on the delivery box/envelope.

Union County Government Center
Procurement Department
500 North Main Street, Suite 709
Monroe, NC 28112
Attention: Corey Brooks

Electronic (email) or facsimile submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing Bids in response to this request.

Union County reserves the right to reject any or all Bids, to waive technicalities and to make such selection deemed in its best interest. With limited response, Union County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement.

3.3 PRE-BID AND SITE VISIT

Non-Mandatory Pre-Bid and Site Visit Meeting: This is a non-mandatory meeting that will take place on January 12, 2021 at 2:00 PM at the **Olde Sycamore Water Reclamation Facility(10922 Persimmon Creek Drive; Mint Hill, NC 28227).**

3.4 BID SUBMITTAL PACKAGE

The bid submittal package at a minimum must include:

1. Appendix B – Price Form (signed)
2. Appendix C – Proposal Submission Form (signed)
3. Appendix D– Addendum and Anti-Collusion Form (signed)
4. List of Proposed Subcontractors
5. Evidence of authority to do business in the state of the Project, or a written covenant to obtain such license within the time for acceptance of Bids
6. **Contractor’s License No:**_____

3.5 BID QUESTIONS

Bid questions will be due on or before **January 15, 2021 at 4:00 PM EST.** The primary purpose of this is to provide participating vendors with the opportunity to ask questions, in writing, related to the IFB. The County may respond with an addendum within five (5) business days.

Submit questions by email to Corey Brooks at corey.brooks@unioncountync.gov by the deadline shown above. The email should identify the bid number and title. All questions and answers may be posted as addenda on www.unioncountync.gov

3.6 BID ADDENDUM

Union County may modify the IFB prior to the date fixed for submission of Bids by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this IFB or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix C, Addendum and Anti-Collusion Form.

4 INSTRUCTIONS

4.1 COMMUNICATIONS

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Invitation for Bid (IFB) must be made only through the Procurement Contact noted on the cover of this IFB. A violation of this provision is cause for the County to reject a Company's bid. No contact regarding this document with other County employees is permitted, and may be grounds for disqualification.

4.2 IFB MODIFICATIONS

Clarifications, modifications, or amendments may be made to the IFB at any time prior to the Bid Deadline at the discretion of the County. It is the Bidder's responsibility to periodically check the County's website until the posted Bid Deadline to obtain any issued addenda.

4.3 BIDDERS ACKNOWLEDMENT

The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.4 PERFORMANCE AND PAYMENT BONDS

When the Successful Bidder delivers the agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required performance and payment bonds and insurance documentation.

Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due.

4.5 DUPLICATE BIDS

No more than one (1) bid from any Bidder will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

4.6 BID SIGNATURES

An authorized company official must sign Bids. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the lowest responsive, responsible Bidder.

4.7 SUBCONTRACTORS (IF APPLICABLE)

In addition to any identification of Subcontractors, Suppliers, individuals, or entities required to be submitted to Owner (see third full paragraph below), Bidders shall include in their Bid a list of all subcontractors which the Bidder intends to use for each of the following categories of work:

- Heating, ventilating, and air conditioning (Mechanical)
- Electrical

A contractor whose Bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (a) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or nonresponsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (b) with the approval of the awarding authority for good cause shown by the contractor. The terms, conditions, and requirements of each contract between Contractor and a subcontractor performing work under a subdivision or branch of work listed in this subsection shall incorporate by reference the terms, conditions, and requirements of the Contract between Contractor and Owner. Failure to include this list of subcontractors may cause a Bid to be rejected as nonresponsive by Owner.

If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

4.8 BIDDERS RESPONSIBILITIES

The bidder must be capable, either as a firm or a team, of providing all goods or services as described under SECTION 6 –Scope of Work, and to maintain those capabilities until notification of the fact that their bid response was unsuccessful. Exclusion of any good or service for the IFB may serve as cause for rejection.

The successful Bidder will be responsible for all work in the IFB whether they are provided or performed by the successful Bidder or subcontractor(s). Further, the County will consider the successful Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

UNION COUNTY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL QUALIFICATIONS AND TO WAIVE ANY AND ALL TECHNICALITIES.

5 PURPOSE

5.1 INTRODUCTION

Union County, North Carolina, through the Public Works Department, is seeking bids from qualified companies for the removal and proper disposal of the existing pressure treated wood fencing and the installation of new black vinyl coated chain link fencing and gate at the Olde Sycamore WRF. The scope of work and drawings for the project are listed below.

5.2 COUNTY

Union County, North Carolina (population 231,366) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

6 SCOPE OF WORK

6.1 REPLACEMENT OF THE EXISTING FENCING AT OLDE SYCAMORE WRF

- Removal and proper disposal of existing pressure treated wood fencing.
- Material and labor Installation of approximately 2200' of 9-guage core, black vinyl coated chain link fencing, 6' in height.
- Corner and pull posts shall be 2.875" diameter. Line posts shall be 2.375" in diameter. All posts shall be schedule 40 thickness.
- All sections of fencing shall include a top rail.
- Framework shall be in accordance with ASTM F 1043.
- Provide and install post caps for each post in accordance with ASTM F 626.
- Set posts in concrete against undisturbed soil.
- Spacing of posts shall be 10'-0" O.C. maximum.
- Attach fence to posts and frames with clips and ties in accordance with ASTM F 626.
- Tension wire shall be 0.177" diameter.
- Remove and properly dispose of the treated wood covering of the existing 14'-0" gate. Install the same type of 9-guage core, black vinyl coated chain link fencing to the existing gate frame.
- New fence shall carry a 5 year parts and labor warranty.
- The chain link can be affixed on the inside or outside of the posts.

6.2 DRAWING

Olde Sycamore WRF Pond Fencing Replacement



6.3 DELIVERY AND CHARGES

FOB destination. All prices quoted shall include all delivery and/or freight charges to addresses specified in this document or other address specified on a Purchase Order contract. No additional freight shall be charged at time of delivery. Risk of loss and/or damage shall be upon the seller until such time as goods have been physically delivered and received by the County.

7 EVALUATION OF BIDS AND AWARD PROCEDURES

7.1 BID INFORMATION

Bids must be made in strict conformance using the Invitation for Bid (IFB) forms provided herein. All blank spaces for bids must be filled in properly. Numbers must be written in ink or typewritten, and the completed forms shall be without erasures, lineation, or alterations. In accepting the bid, the County will assume that no alterations have been made, and if they appear afterward, they shall not be binding on the County.

All Bid Documents shall be signed by an individual who is authorized to contractually bind the company. The signature must indicate the title or position the individual holds in the agency or firm. Agencies or firms which sign contracts with the name of the agency or firm must provide the name of a corporate officer or executive director for signature validation by the County. *All unsigned Bids will be disqualified.* In submitting a Bid, Offeror affirms all statements contained in the proposal are true and accurate.

7.2 EVALUATION OF BIDS

Qualified bids will be evaluated to determine the lowest responsive, responsible bidder, taking into consideration quality, performance, and the time specified in the bid for performance of the contract. Consideration of such factors as: price offered; quality of item offered; general reputation and performance capabilities of offeror; substantial conformity with specifications/other conditions set forth in the bid; suitability of articles for the intended use; related services needed; date of delivery and performance; and such other factors deemed by the County to be pertinent will be used in determining responsiveness and responsibility.

7.3 AWARD PROCEDURES

The County reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard nonconforming or conditional bids or counter proposals. If the contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder whose evaluation by the County indicates that the award will be in the best interest of County. The County shall have a period of 120 days after opening of bids in which to award the contract.

7.4 APPLICATION OF NORTH CAROLINA GENERAL STATUTES

The General Statutes of North Carolina regarding purchasing and competitive bidding (G.S. § 143-129) are made a part herein and will govern the bidding process as applicable.

8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 BASIS OF AWARD

- a. LUMP SUM
 - i. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

8.2 TERMS AND CONDITIONS

All bids submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

Union County reserves the right to reject any or all bids, to waive minor technicalities and informalities, and to make an award deemed in its own best interest, as determined by County officials in their sole discretion.

Union County reserves the right to request additional information or clarification from any Company submitting a proposal.

8.3 IFB EXPENSES

Expenses for developing the bids are entirely the responsibility of the vendor and shall not be chargeable in any way to the County.

8.4 FINANCIAL INFORMATION

The Bidder must have the following financial information readily available and have the ability to provide it to the County, without exception, within twenty-four (24) hours upon request during the proposal certification process:

1. Annual audited financial reports for the past five (5) fiscal years;
2. Credit reports, credit bulletins, bank and vendor references, and any other published statements by agencies that have been issued or published about the entity within the past five (5) years;
3. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
4. Provide a description of the financial impact of any past or pending legal proceedings and judgments that could materially affect the Bidder's financial position or ability to provide service to the County.

8.5 CONTRACTUAL OBLIGATIONS

The contents of this Bid and the commitments set forth in the Bid shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service

8.6 COMPLIANCE WITH LAWS

Seller represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations and the Occupational Safety and Health Acts.

8.7 SUB-CONTRACTOR/PARTNER DISCLOSURE

A single Company may propose the entire solution. If the Bid by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the Bid. The Company submitting the Bid shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

8.8 EXCEPTION TO THE IFB

An “exception” is defined as the Service Provider’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the IFB. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this IFB. Other than exceptions that are stated in compliance with this Section, each Bid shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this IFB. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider’s solution, must be described in detail.

8.9 MODIFICATION OR WITHDRAWAL OF BID

- a A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- b If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified above and submit a new Bid prior to the date and time for the opening of Bids.

- c A bid may be modified or withdrawn under the conditions set forth in N.C.G.S §143-129.1. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

8.10 CONTRACT COMMENCEMENT

Commencement of a contract shall not begin prior to all necessary County approvals, including County Commission approval where required, and receipt of a County Purchase Order. Commencement of a contract without these approvals is solely at the Bidder's own risk and is likely to result in no payment for services performed or goods received.

8.11 RIGHT OF CANCELLATION

Any contract agreement entered into with the County that requires ongoing payments after the end of the fiscal year in which the equipment is purchased is cancelable by the County in the event that continuing funds are not appropriated.

8.12 DISPUTES

In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the County shall be final and binding upon both parties.

8.13 CERTIFICATION

In response to the IFB, the Contractor certifies the following:

- This bid is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed costs.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The potential Contractor has read and understands the conditions set forth in this IFB.

8.14 EQUAL EMPLOYMENT OPPORTUNITY

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

8.15 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

8.16 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

8.17 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

8.18 DRUG-FREE WORKPLACE

During the performance of this Request, the Firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

8.19 TAXES

Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on it employees and operations. Contractor shall substantiate, on demand by Union County, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S 105-164.14, Union County is eligible for sales and use tax refunds on all material which become a permanent part of the construction. Contractor agrees to provide Union County such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins 18-2(F) outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, Union County must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is s statement signed by a Contractor's Union, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased
- b. The type of property purchased
- c. The cost of property purchased and the amount of sales and use taxed paid thereon
- d. The vendor from whom the property was purchased
- e. The project for which the property was purchased
- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal

property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to Union.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to Union. Union is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

8.20 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. **WORKERS' COMPENSATION**
(for any agreement unless otherwise waived by the Risk Manager)

Statutory limits (where contractor has three or more employees) covering all employees, including Employer's Liability with limits of:

\$100,000	Each Accident
\$100,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)

Covering Ongoing and Completed Operations involved in this Agreement.

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Each Occurrence

\$1,000,000 Personal and Advertising Injury Limit

\$5,000 Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$250,000 Bodily Injury (Per Person)

\$500,000 Bodily Injury (Per Accident)

\$100,000 Property Damage (Per Accident)

D. PROFESSIONAL LIABILITY

(only for any agreement providing professional services such as engineering, architecture, surveying, consulting services, etc)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____

Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

- I. Certificate Holder shall be listed as follows:

Union County

Attention: Keith A. Richards, Risk Manager

500 N. Main Street, Suite #130

Monroe, NC 28112

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

8.21 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Intentionally Left Blank

9 APPENDIX A – PRICE FORM

IFB 2021-045 Olde Sycamore WRF Pond Fencing Replacement

Failure to complete the following form(s) shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.

Service/Installation is included in Lump Sum Turn Key Price. Bidder will complete the Work in accordance with the Scope of Work and Contract Documents for the following price(s):

Line Item	Description	Est. Qty.	Unit	Unit Price (per Foot)	Subtotal (Unit Price x Est Qty)
1	-Removal & disposal of wood Fence -Removal & disposal of wood covering on existing 14' gate	2,200	Ft		
2	-Material & labor for installation of 9-gauge black vinyl coated chain link fencing, 6' height. -Install 9-gauge black vinyl coated chain link fence to existing 14' gate frame.	2,200	Ft		
Total Price (Line Item 1 + Line Item 2)					

Note: Bidders must complete “Unit Price”, Subtotal(s) and Total Cost for line item 1 and line 2 above in order to be deemed lowest responsive and responsible

Bidder acknowledges that Total Lump Sum Turn-Key Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for the complete project.

Acknowledgment of Warranty: _____

Name of company submitting bid: _____

Contractor's License No: _____

Attach list of Subcontractors:

10 APPENDIX B – BID SUBMISSION FORM

IFB 2021-045 Olde Sycamore WRF Pond Fencing Replacement

Failure to complete this form shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

OFFER

The Undersigned hereby offers, and agrees to be bound to this offer, to furnish the goods and/or services in compliance with all Terms and Conditions, scope of work, specifications, and addenda in the Invitation for Bid.

OBLIGATION:

The undersigned, by submission of this Offer, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the County, for the term as stated herein, and to enter into an Agreement with the County, in accordance with the Specifications, Scope, Terms and Conditions, together with any written addendum as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the IFB and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics provisions of the County's Procurement Ordinance, and 2) if awarded a contract to provide the Construction, Goods or Services the bidder agrees to perform all work associated with the Scope of Work, all published Addendums, and the IFB in its entirety. 3) the bidder will comply with the County's Ethics Ordinance during all work associated with this IFB.

NON-COLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid.

PERFORMANCE GUARANTEE:

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee (i.e. irrevocable letter of credit or cash deposit).

BID PRICE:

The undersigned agrees to abide by the pricing contained on the Price Sheet.

No bid shall be accepted which has not been manually signed in ink in the appropriate space below:

This Bid is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all Bids, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Bid is valid for 120 calendar days from the Bid due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

IFB 2021-045 Olde Sycamore WRF Pond Fencing Replacement

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this Bid is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____
Name: _____
Title: _____
Email Address: _____
Signature: _____
Date: _____

12 APPENDIX D – TEMPLATE CONTRACT

IFB 2021-045 Olde Sycamore WRF Pond Fencing Replacement

-----For informational purposes only. Do not submit with your bid. -----

COUNTY OF UNION

1. AGREEMENT. This agreement ("Agreement") is entered into on the _____ day of _____, 20 ____, by and between UNION COUNTY, a political subdivision of the State of North Carolina ("Union") and _____, ("Contractor"), whose business address is _____.

2. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor in all its activities pursuant to this Agreement. Neither Contractor nor any of its employees are to be considered Union's employee or agent for any purpose including, but not limited to, the accrual of any employee benefits. Contractor is not authorized to represent Union or otherwise bind Union in any dealings between Contractor and third parties. Any employees furnished by Contractor under this Agreement shall be deemed to be Contractor's employees exclusively.

3. SCOPE OF THE WORK. Contractor shall furnish all labor, equipment, tools, materials, supplies, transportation, tests and supervision required to complete in a workmanlike manner the work described in the attached [*Scope of Services*] ("Work"). Union is not financially committed by this agreement to purchase any minimum amount of services.

4. PERIOD OF PERFORMANCE. This Agreement shall commence as of the date first written above and shall continue until the earlier of the completion and acceptance of the Work or _____ [*total maximum time period from execution of the Agreement*]. Contractor shall promptly commence Work and shall complete Work within _____ days from Contractor's receipt of notice to proceed from Union.

5. PAYMENT FOR WORK. Union shall pay Contractor _____ for Work. Payment for work satisfactorily completed shall be made within thirty (30) days of receipt of invoice by Union's finance office. Contractor shall submit documentation supporting its entitlement to payment as required by Union, and Union shall have no obligation to pay Contractor unless and until Union has received such documentation. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

6. LICENSING REQUIREMENTS. Contractor represents and warrants that it is and shall remain properly licensed at all times in the performance of Work.

7. PERMITS AND LICENSES. Unless otherwise agreed in writing in advance by Union, Contractor shall obtain and pay for all licenses and permits that are required for it to perform Work.

8. COMPLIANCE WITH LAWS/COMPLIANCE WITH RULES AND POLICIES OF UNION. In performing the services pursuant to this Agreement, Contractor shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Contractor also shall comply with all rules and policies of Union.

9. INSURANCE. Contractor shall comply with the insurance requirements set forth in Exhibit A, attached and incorporated herein by reference.

No workers' compensation insurance shall be obtained by Union concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

10. TAXES. Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by Union, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S. § 105-164.14, Union is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. Contractor agrees to provide Union such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins § 18-2(F), outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, Union must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a contractor's Union, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased;
- b. The type of property purchased;
- c. The cost of property purchased and the amount of sales and use taxed paid thereon;
- d. The vendor from whom the property was purchased;

- e. The project for which the property was purchased;
- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and
- g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to Union.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to Union. Union is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

11. **WARRANTY OF WORK.** Contractor warrants that all Work shall be new, unless otherwise agreed in this Agreement, and of good quality and performed in a good and workmanlike manner. Contractor shall, at its own expense, at the request of Union, promptly replace or repair any defective or deficient Work for a period of one year after completion of Work. The express warranty contained in this section shall not diminish any of Union's rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

12. **SAFETY.** Contractor shall establish and enforce safe working procedures at all times during its performance of Work in accordance with all federal, state and local laws, ordinances, rules and regulations pertaining to safety.

13. **AGE LIMITS.** No employee of Contractor under the age of 18 shall be permitted on property owned or leased by Union.

14. **CLEANUP.** Contractor shall keep its work areas clean of debris and excess materials, and at the end of each day will leave its work areas in broom-clean condition. If Contractor fails to clean up as required herein, Union may clean up and deduct the cost from Contractor's payment.

15. **LIABILITY.** Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

16. **DEFAULT/TERMINATION.** If Contractor fails or refuses to supply sufficient and properly skilled labor, equipment or materials, or fails in any respect to diligently prosecute Work, or otherwise is in default or breach of any term of this Agreement, Union may terminate this Agreement upon 24 hours' written notice. In the event of such termination, Contractor immediately will stop work and remove its employees from Union's property. Union may complete the Work in whatever way it determines best, and at completion of the Work shall pay Contractor for the value of the Work performed by Contractor (excluding profit) but unpaid prior to the termination, less any costs incurred by Union to correct any deficiencies or defects attributable to Contractor's work.

17. **TERMINATION FOR CONVENIENCE.** Union may terminate this Agreement at any time upon three (3) days' written notice to Contractor. Such termination shall be effective in the manner specified in such written notice. Upon a termination for convenience, Union shall pay Contractor for Work performed to the date of termination. Contractor shall accept such payment in full and final payment and shall make no claim of any kind against Union, including but not limited to any claim for any additional payment.

18. **ASSIGNMENT.** Neither this Agreement, nor any payments to be earned pursuant to this Agreement, may be assigned by Contractor without the prior written consent of Union.

19. **NO WAIVER.** Union's not insisting upon strict compliance with any of the provisions of this Agreement, or not exercising any of its options provided herein, shall not be construed as a waiver of its right thereafter to require such compliance or to exercise any such options.

20. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Union to terminate this Agreement, without penalty, upon notice to Contractor.

21. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties, and may not be modified except in writing signed by both parties.

22. GOVERNING LAW. This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed, this the day and year first above written.

ATTEST

UNION COUNTY

By: _____
Clerk to the Board of Commissioners

By: _____
County Manager

ATTEST

CONTRACTOR

By: _____

By: _____

13 APPENDIX F – VENDOR PAYMENT LETTER

IFB 2021-026 HVAC Unit Replacement at UC Agricultural Center

-----For informational purposes only. Do not submit with your bid. -----